

MARCH 22, 2005
AGENDA REPORTS

Agenda Item No. 4a.

City of Wichita
City Council Meeting
March 22, 2004

Agenda Report No. 05-0223

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer, Drainage and Water Distribution System improvements to serve The Waterfront Addition (north of 13th, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner, representing 100% of the improvement districts.

Analysis: These projects will provide sanitary sewer, drainage improvements and water service to a new commercial development located north of 13th, east of Webb.

Financial Considerations: The Petitions total \$426,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions (hold for development).

Agenda Item No. 4b.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0224

TO: Mayor and City Council Members

SUBJECT: Petition to pave streets in Blue Lake Addition (west of West Street, North of MacArthur) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On September 14, 2004, the City Council approved a Petition to pave streets in Blue Lake Addition. An attempt to award a contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located west of West Street, north of MacArthur.

Financial Considerations: The existing Petition totals \$744,000. The new Petition totals \$965,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition and adopt the Resolution.

Agenda Item No. 4c.

City of Wichita
City Council Meeting
March 22, 2004

Agenda Report No. 05-0225

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System for a new Goddard school building located north of Kellogg, east of 167th Street East (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner, representing 100% of the improvement district.

Analysis: The project will provide water service to a new Goddard school building located north of Kellogg, east of 167th Street East.

Financial Considerations: The Petition totals \$497,300, with \$199,000 paid by special assessments and \$298,300 paid by the Water Utility. The utility share is for the cost of oversizing the pipeline to serve future development outside the improvement district.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 4d.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0226

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer and Water Distribution System improvements to serve Lot 1, Woodland Heights 2nd Addition (north of 2nd, east of Ridge) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner, representing 100% of the improvement districts.

Analysis: These projects will provide sanitary sewer and water service to an undeveloped commercial lot located north of 2nd, east of Ridge.

Financial Considerations: The Petitions total \$115,616. The funding source is special assessments except for the water Petition which includes \$41,000 paid by the water utility for over sizing the pipeline to serve future development outside the improvement district.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions (hold for development).

Agenda Item No. 4e.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0227

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain in Highland Springs 3rd Addition (west of 135th St. West, south of Central) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On January 4, 2005, the City Council approved a Petition to pave streets in Blue Lake Addition. An attempt to award a contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located west of 135th St. West, south of Central.

Financial Considerations: The existing Petition totals \$195,000. The new Petition totals \$240,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition and adopt the Resolution.

Agenda Item No. 8a.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0228

TO: Mayor and City Council Members

SUBJECT: SBC Easement, 29th St. N., West of Maize Road (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement

Background: On March 8, 2005, the City Council approved a project to improve 29th Street North, from 119th Street West to Maize. A portion of the necessary work includes relocation of an SBC easement and facilities presently located in a private easement at 10434 West 29th Street North. The facilities will be relocated to a new easement south of 29th Street North and east of Maize Road.

Analysis: Costs to relocate SBC's remote terminal are \$23,908.66. An Agreement has been prepared to authorize these expenditures.

Financial Considerations: Funds are available in the project to provide for utility relocation costs. The funding source is GO bonds..

Legal Considerations: The Law Department has approved the Agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

CWOTS #: 449K04

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APPLICATION and LETTER OF AGENCY FOR CUSTOM WORK

03/04/2005

CWOTS Number: 449K04

Customer Billing Telephone Number: □□□□□

BILL TO: CITY OF WICHITA 455 N MAIN 7TH FL WICHITA, KS 67202

WORK SITE LOCATION: 10105 W 29TH NORTH WICHITA, KS

DESCRIPTION OF CUSTOM WORK: Cost includes charges for the acquisition of SBC easement near 29th N Maize Rd., Wichita, KS. The newly acquired easement replaces existing SBC 20' X 40' easement (10434 W 29th North) now in conflict with City of Wichita 29th Street improvement project. This newly acquired 20' X 40' easement will be exclusively for SBC's remote terminal (RT) @ 10105 W 29th North & associated plant which will be redesigned & relocated on a subsequent order to this acquired site, professional engineering services, TELCO ENG HRS & unusable cable received on a previous project & junked (350' of 900 pr cable, 56' of 300 pr cable, & 100' of 1200 pr cable). This project was issued to field before conflict was discovered. The scope of work was modified to save the customer money.

LABOR EXPENSE: \$19559.10; MATERIAL EXPENSE: \$2639.53; OVERHEAD EXPENSE: \$1433.57;

TARIFF/LICENSE AGREEMENT EXPENSE: \$□□□□□

COST OF MONEY EXPENSE: \$276.46

CHARGE FOR CUSTOM WORK: CONTRACT PRICE: \$ 23908.66

Applicant requests that Southwestern Bell Telephone, L.P. act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such work. The charge(s) will be computed in accordance with Southwestern Bell Telephone, L.P.'s ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Applicant agrees to make an advance payment of \$ 23908.66 prior to commencement of the work.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone, L.P., in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone, L.P. for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone L.P. will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

PRICE QUOTE

The price is guaranteed for 60 days from 05/03/2005 If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the price that was originally quoted.

CWOTS #: 449K04

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STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to Bill Mize, 11930 Airline, Rm. 215, Houston, TX 77037. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order. If,

after issuing a stop work, or “hold” work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone, L.P., in writing of the cancellation. Southwestern Bell Telephone, L.P., will deduct any expenses incurred in performing the work from Applicant’s advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone, L.P., be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to “hold” work on the project.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

The parties recognize that this is a fixed cost contract. However, if Applicant initiates changes in the scope of the work after Southwestern Bell Telephone L.P., has provided Applicant with the above referenced price quote, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote and this contract are null and void and Applicant must request that a new estimate be provided based on the revised/altered scope of work.

In the event that there exists a condition in the field that is different from field conditions that existed at the time Southwestern Bell Telephone, L.P. provided the above referenced price quote to Applicant, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote and this contract are null and void and Applicant must request that a new estimate be provided based on the changed field conditions.

Field conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P., could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

CWOTS #: 449K04

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NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone, L.P., be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

TIME TO COMPLETE

Any representation by Southwestern Bell Telephone, L.P., its agents, servants or employees that the project, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone, L.P., its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone, L.P.'s control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P., its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW

Kansas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone, L.P., and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

CWOTS #: 449K04

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MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties. Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

ACCEPTED FOR CUSTOMER:
TELEPHONE, L.P.:

ACCEPTED FOR SOUTHWESTERN BELL

—

Authorized Signature, Title or
Tracking
Relationship to Company or Individual
Company: _____
Printed Name: _____

Title: Manager-Custom Work Order

Date: _____

Date: _____

CWOTS #: 449K04

03/04/2005

Dear Ms Jan Long

This letter is in regards to your request for Southwestern Bell Telephone, L.P. to perform custom work for you. Enclosed please find an Application and Letter of Agency for Custom Work. This application describes the custom work you have requested along with the associated charges for us to do the work. We require an advance payment on this amount, which is shown on the application.

Both the signed application and the advance payment must be received by our office before we can proceed on your behalf. Our mailing address for these documents is listed below:

Southwestern Bell Telephone, L.P.
Attn: Litha Randolph
500 E 8th Str Room 614
Kansas City, Mo. 64106

If you decide not to proceed with this work, please call our business office so that we may cancel your request. As always, please feel free to contact our office at 1 866-457-0777 or 816-275-4826 if you have any questions regarding this matter. Please refer to the record number at the top of your application to assist us in locating your file.

Sincerely,

Gwendolyn Pearl
Manager-Custom Work Orders
Southwestern Bell Telephone, L.P.

SWBT FAX

DATE: 09/09/2004/ modified 3/04/05

ATT: JAN LONG/ electronic email to Leslie Hick

PHONE NUMBER:

FAX NUMBER: 316-268-4114

FROM: Litha Randolph

COMPANY: SWBT

(TOLL FREE) (DIRECT LINE)
PHONE NUMBER: 1-866-457-0777 816-275-4826

NOTES: PLEASE RETURN APPLICATION WITH ORIGINAL SIGNATURE
ALONG WITH PURCHASE ORDER

Please put the record #(449K04) on your check. If you have any questions
Please refer to the record number.

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Agenda Item No. 8b.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0229

TO: Mayor and City Council

SUBJECT: South Central Kansas Water Coalition

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the City's participation in the South Central Kansas Water Coalition.

Background: On February 1, 2005, City Council approved the Interlocal Agreement to participate in the Regional Economic Area Partnership (REAP) South Central Kansas Water Coalition, and the Agreement was forwarded to REAP for signatures. REAP discovered that their Agreement was minus a section and returned the Agreement to the City for new signatures. Law reviewed the second Agreement with the minor changes in contractual obligations and recommended that it be returned to City Council for approval.

In January 2004, the REAP executive committee invited member jurisdictions to participate in discussions to develop and recommend a strategy for joint action among local governments to address regional water issues. At the October 11, 2004, meeting, the REAP membership voted to approve the formation of the South Central Kansas Water Coalition. Among the objectives of the Coalition are:

- To serve as a regional conduit for the dissemination of information regarding activities, programs, funding and initiatives related to water in the region.
- To serve as a regional voice on behalf of members to state and federal government and agencies.
- To develop and implement a regional water plan.
- To organize and coordinate collaborative efforts on regional issues of water supply and quality.
- To develop or organize services to member water utility operations.

Analysis: The City of Wichita participated in the discussions leading up to the formation of the Coalition by REAP. The Mayor, the Water & Sewer Department Director and the Environmental Health Director have been parties to those discussions. Staff believe that water issues extend beyond the city limits. There is value in local governments sharing information and experiences and in jointly speaking to water related issues before state and federal government agencies. (See attached Report of the Executive Committee.)

The Coalition will be governed by a Board of Delegates appointed from governing bodies of member local governments. The Board of Delegates will approve the budget and the work plan for the Coalition. A Board of Directors will be appointed from the professional/administrative staff of member entities. The Board of Directors will prepare and recommend an annual budget and work plan, carry out approved work, and oversee the day-to-day operations and activities of the Coalition. Each delegate and director will also have an alternate appointed by the member entity's governing body.

Financial Considerations: The interlocal agreement calls for Wichita to initially pay \$2,500 as a charter member. This funding level may change up or down, depending on the work plan that the Coalition Board of Delegates adopts. The City's water utility has sufficient budget authority to cover this initial cost. Other member local government entities will contribute based on their population and/or utility revenues.

Legal Considerations: The Law Department has approved the Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the revised Interlocal Agreement with the Regional Economic Area Partnership.

Agenda Item No. 8c.

City of Wichita

City Council Meeting
March 22, 2005

Agenda Report No. 05-0230

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking and Construction Engineering in The Fairmont 3rd Addition (west of 127th Street East, north of 21st) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the sanitary sewer and storm water drainage improvements in The Fairmont 3rd Addition on December 7, 2004. On February 15, 2005 the City approved Agreements with Baughman Company, P.A. to design the improvements. The Design Agreements with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreements between the City and Baughman provides for staking and construction engineering for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the construction engineering for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$15,250, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreements has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreements and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 15, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated February 15, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in THE FAIRMONT 3RD ADDITION (west of 127th Street East, north of 21st).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

LATERAL 4, MAIN 10, FOUR MILE CREEK SEWER serving Lots 1 through 43, Block A, The Fairmont 3rd Addition (west of 127th Street East, north of 21st) (Project No. 468 83935).

STORM WATER DRAIN NO. 248 serving Lots 1 through 43, Block A, The Fairmont 3rd Addition (west of 127th Street East, north of 21st) (Project No. 468 83936).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83935	\$ 5,760.00
468 83936	\$ 9,490.00
TOTAL	\$ 15,250.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

N. Brent Wooten, President

ATTEST:

Agenda Item No. 9a.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0231

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Main 16, Sanitary Sewer No. 23 –
South Basin (east and west of Arkansas from 37th to 46th Streets North) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The 2005 Capital Improvement Program includes funding for sewer mains for future development.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. (R&B) provides for the design of Main 16, Sanitary Sewer No. 23. The Staff Screening & Selection Committee selected R&B for the design on February 10, 2005.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$43,000, and will be paid by Sewer Utility Operating Revenues.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

MAIN 16, SANITARY SEWER NO. 23 – SOUTH BASIN

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the “CITY” and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the “ENGINEER”.

WITNESSETH: That

WHEREAS, the CITY intends to construct;

MAIN 16, SANITARY SEWER NO. 23 – SOUTH BASIN
(Project No. 468 83958)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing Main 16, Sanitary Sewer No. 23 – South Basin and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER

against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 83958 \$ 43,000.00

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

COUNCIL

BY ACTION OF THE CITY

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

Exhibit "A"
SCOPE OF SERVICES

MAIN 16, SANITARY SEWER #23 – SOUTH BASIN
(468-83958)

The ENGINEER shall provide professional services for the design of a main sanitary sewer, lift station and force main to serve an area roughly bounded by 37th Street North, the Little Arkansas River, 46th Street North west of Arkansas, Arkansas, 47th Street North east of Arkansas, the Chisholm Creek Diversion and Broadway. A main sewer must be constructed from the existing sewer line located in Arkansas, south of 37th Street North, to serve the described area. The ENGINEER shall be required to approach the project in several phases.

The first phase shall be to perform a study and establish a service area boundary. The study shall include, the developed and undeveloped areas to determine the appropriate boundary limits for the drainage area. The alignment of the proposed main sewer is anticipated to be east of Arkansas along Dale Street from south of the Chisholm Creek Diversion east of Dale to an area north of 43rd Street North and be 10" in diameter. A lift station located north of I-235 and east of Dale Street with a force main has been proposed. The Design Engineer shall review and confirm the assumed alignment and pipe diameter. The study shall also be used to determine the size and cost for the main sewer concept to serve the area. The consultant shall provide recommendations to City staff for consideration. A cost estimate shall be developed.

The second phase of the project shall be the preparation of preliminary project plans for the main sewer a preliminary lateral layout to serve the basin. The plans shall indicate the alignment, easements, and all other items typical for City of Wichita sanitary sewer plans. All property irons and section corners shall be shown on the plans with appropriate labeling, including northing and easting, baseline ties, and main sewer line ties. Benchmarks and control points shall be called out along the project plans.

The third phase shall be to determine easements, prepare easement documents, including legal descriptions on City easement forms, and the preparation of the easement tract maps. The easement documents shall be provided to City staff for signing and execution. Further, as a portion of the project includes I-235 and Floodway rights-of way, the design consultant shall coordinate with KDOT, the Army Corp of Engineers, and all other agencies as necessary, and prepare necessary permit applications for the construction of the project.

The fourth phase of the project will be to assist City staff in preparing for all public meetings and presentations to the City Council as necessary. The ENGINEER shall be

required to provide project displays for the various presentations and public meetings. The ENGINEER shall be prepared to attend all meetings as requested by the project engineer.

The fifth and final phase will be to finalize the project construction plans, and provide project quantities in a City approved electronic format that will include an itemized list of project quantities for bidding. The ENGINEER shall provide the project engineer an electronic project estimate, a mylar original plan set that has been stamped by the design engineer, a cd of the drawing files and pdf files for the project. The ENGINEER shall attend the pre-bid and pre-construction conferences for the project. The ENGINEER shall be required to assist in answering questions that might arise during the construction of the project.

The ENGINEER shall provide man-hours and fees for performing the above tasks. The project staking, inspection, and completion of as-built drawings, shall be done by City field staff.

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
3. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via CD-ROM or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying

the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

4. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

5. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

6. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

7. All applicable coordinate control points and related project staking information shall be furnished on a CD in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

8. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents May 1, 2005.

Agenda Item No. 9b.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0232

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Auburn Hills 15th Addition on March 1, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and paving in Angel Fire Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$40,800, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

AUBURN HILLS 15TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NUMBER 448 89911 serving Lots 43 through 50, Block B; Lots 10 through 13, Block D, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 448 89911).

WATER DISTRIBUTION SYSTEM NUMBER 448 90036 serving Lots 51, Block B, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 448 90036).

LATERAL 10, MAIN 2, COWSKIN INTERCEPTOR SEWER serving Lots 13 through 36, Lots 43 through 50, Block B; Lots 10 through 13, Block D, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 468 83758).

LATERAL 11, MAIN 2, COWSKIN INTERCEPTOR SEWER serving Lot 51, Block B, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 468 83948).

AUBURN HILLS from the south line of Lot 49, Block B, north to the south line of Lot 42, Block B, AUBURN HILLS COURT from the north line of Auburn Hills, to and including the cul-de-sac (Lots 10 through 13, Block D), AUBURN HILLS COURT from the south line of Auburn Hills to and including the cul-de-sac (Lots 43 through 50, Block B) and a sidewalk along one side of Auburn Hills (west of 135th Street West, north of Kellogg) (Project No. 472 83931).

AUBURN HILLS from the south line of Lot 49, Block B, south to the south line of the plat (west of 135th Street West, north of Kellogg) (Project No. 472 84146).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Auburn Hills 15th Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and

maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89911	\$ 6,100.00
Project No. 448 90036	\$ 1,100.00
Project No. 468 83758	\$10,900.00
Project No. 468 83948	\$ 1,000.00
Project No. 472 83931	\$16,800.00
Project No. 472 84146	\$ 4,900.00
TOTAL	\$40,800.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY

COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and

competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by May 30, 2005.
(Project No. 448 89911).

b. Plan Development for the water improvements by May 30, 2005.
(Project No. 448 90036).

- c. Plan Development for the sewer improvements by May 30, 2005.
(Project No. 468 83758).
- d. Plan Development for the sewer improvements by May 30, 2005.
(Project No. 468 83948).
- e. Plan Development for the paving improvements by June 13, 2005.
(Project No. 472 83931).
- f. Plan Development for the paving improvements by June 13, 2005.
(Project No. 472 84146).

Agenda Item No. 9c.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0233

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Highland Springs 3rd Addition (west of 135th Street West, south of Central) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the storm water drainage improvements in Highland Springs 3rd Addition on January 1, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and paving in Angel Fire Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$13,800, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

HIGHLAND SPRINGS 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 205 serving Lots 1 through 28, Block C; Lots 1 through 21, Block D; Lots 1 through 16, Block E; Lots 1 through 17, Block F; Lots 1 through 6,

Block G; Lot 1, Block H, Highland Springs 3rd Addition (west of 135th Street West, south of Central) (Project No. 468 83637).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Highland Springs 3rd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to

proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 83637 \$13,800.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY

COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and

permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the storm water improvements by May 9, 2005.
(Project No. 468 83637).

Agenda Item No. 10a.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0234

TO: Mayor and City Council Members

SUBJECT: Acquisition of 2132 George Washington Boulevard for the Dry Creek Basin Property Acquisition Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 2132 George Washington Boulevard, which is owned by David and Suzanne Morgan. The site contains 33,444 square feet and is improved with a 1,720 square foot wood frame residence.

Analysis: The city had the property appraised in January 2005. The appraised value of \$128,000 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$133,750 is requested. This includes \$128,000 for the acquisition, \$5,000 for demolition and \$750 for closing costs and title insurance. The funding source is the Storm Water Utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item #10b.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0235

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1526 North Market as a portion of the Abandoned Union Pacific Rail Corridor for the Midtown Greenway.(District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 1999, the Union Pacific Railroad abandoned the rail corridor that runs from Central Ave. And Wichita St. to 15th St. and Broadway. Through this abandonment, rights to the corridor reverted to the adjacent property owners on both sides. The city has reviewed the former corridor and decided that it could be utilized to develop a greenway/lineal park connecting Horace Mann, Irving and Park Schools and the bicycle path on Central. In April 2002, the City Council approved \$74,000 in CDBG funding to acquire portions of the abandoned Union Pacific corridor from Central to 15th St. from the adjacent owners.

Analysis: Due to their size and configuration, the tracts being acquired are not developable by themselves. The majority of the tracts abut developed properties but lie outside the fenced, defined boundaries of the properties. The purchase price of similar tracts was reviewed to estimate market value. These amounts were offered to the adjacent property owners with several accepting the offers. The owner at 1526 N. Market has agreed to sell to the city his portion of the Union Pacific Railroad tract consisting of 2,000 square feet at \$500.

Financial Considerations: A budget of \$650 is requested for the acquisition. This includes \$500 for the acquisition and \$150 for closing costs. The funding source is previously approved CDBG funds.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the budget, 2) Approve the real estate purchase contract and 3) Authorize necessary signatures.

Agenda Item No. 10c.

CITY OF WICHITA

City Council Meeting
March 22, 2005

Agenda Report No. 05-0236

TO: Mayor and City Council Members

SUBJECT: Acquisition of 1001 and 1017 East Pawnee for the Pawnee and
Washington Intersection Improvement Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 21, 2003, the City Council approved the improvement of the intersection of Pawnee and Washington. The project will require the acquisition of several parcels of land and easements. Two of the required acquisitions are commercial buildings located at 1001 and 1017 East Pawnee. The properties share a common owner. 1001 Pawnee has 22,388 square feet and is improved with a 1,410 square foot masonry auto repair facility and a 1,610 square foot metal garage. 1017 East Pawnee has 9,563 square feet and is improved with a 1,716 square foot concrete block commercial building. The project will encroach on the improvements on 1017 East Pawnee and will come within 7 feet of the improvements at 1001.

Analysis: 1017 East Pawnee was appraised at \$63,000. 1001 East Pawnee was appraised as a partial take for \$16,960. The owner felt that the road would be so close to the improvements at 1001 East Pawnee after the project that a total acquisition would be required. The total property was valued at \$137,000. The owner agreed to sell the two properties for this combined amount, \$200,000. Instead of relocating, the tenant at 1001 East Pawnee has offered to buy the improvements and 17,085 square feet of the site for \$110,000 financed with at 7.5%, 30-year term, 5 year balloon note from the City. The remainder of the site will be combined with 1017 East Pawnee to provide a 11,300 square foot site with 70 feet of frontage that could be resold or used in further negotiations.

Financial Considerations: The project funding source is General Obligation bonds and Federal monies. A budget of \$240,000 is requested. This includes \$200,000 for the acquisition, \$30,000 for relocation, \$8,000 for demolition and \$2,000 for title work and closing costs.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the budget and authorize all necessary signatures.

Agenda Item No. 10d.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0237

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1151 North Main as a portion of the Abandoned Union Pacific Rail Corridor for the Midtown Greenway. (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 1999, the Union Pacific Railroad abandoned the rail corridor that runs from Central Ave. And Wichita St. to 15th St. and Broadway. Through this abandonment, rights to the corridor reverted to the adjacent property owners on both sides. The city has reviewed the former corridor and decided that it could be utilized to develop a greenway/lineal park connecting Horace Mann, Irving and Park Schools and the bicycle path on Central. In April 2002, the City Council approved \$74,000 in CDBG funding to acquire portions of the abandoned Union Pacific corridor from Central to 15th St. from the adjacent owners.

Analysis: Due to their size and configuration, the tracts being acquired are not developable by themselves. The majority of the tracts abut developed properties but lie outside the fenced, defined boundaries of the properties. The purchase price of similar tracts was reviewed to estimate market value. These amounts were offered to the adjacent property owners with several accepting the offers. The owner at 1151 N. Main has agreed to sell to the city his portion of the Union Pacific Railroad tract consisting of 3,800 square feet at \$500.

Financial Considerations: A budget of \$650 is requested for the acquisition. This includes \$500 for the acquisition and \$150 for closing costs. The funding source is previously approved CDBG funds.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the budget, 2) Approve the real estate purchase contract and 3) Authorize necessary signatures.

Agenda Item No. 10e.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0238

TO: Mayor and City Council Members

SUBJECT: Acquisition of Property Near 11th Street and Indiana for the McAdams
Neighborhood Revitalization Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: The McAdams revitalization and beautification project calls for the development of a pocket park and playground at the southeast corner of 11th & Indiana. The plans for the park require the acquisition of two parcels. One parcel, consisting of two lots located, is owned by Ms. Louise Gay. The site contains 6,875 square feet and is currently vacant.

Analysis: The parcel was valued at \$3,400 based on the sale values of similar properties. This amount was offered to the owner and the owner has agreed to sell for this amount. The site is currently open space and will become half of the proposed park.

Financial Considerations: A budget of \$4,000 is requested. This includes \$3,400 for the acquisition and \$500 for closing costs and title insurance. The revitalization plan includes \$100,000 for the acquisition and development of the park. The funding source is the CDBG funds.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item No. 10f.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0239

TO: Mayor and City Council Members

SUBJECT: Acquisition of 1941 South Bluff for the Dry Creek Basin Property
Acquisition Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 1941 South Bluff, which is owned by Jenny Crabb and Stephen Terronez, husband and wife. The site contains 13,834 square feet and is improved with a 1,192 square foot wood frame residence.

Analysis: The city had the property appraised in January 2005. The appraised value of \$95,000 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$100,000 is requested. This includes \$95,000 for the acquisition, \$4,500 for demolition and \$500 for closing costs and title insurance. The funding source is the Storm Water Utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item No. 10g.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0240

TO: Mayor and City Council Members

SUBJECT: Permanent Easement at 2432 East Harry for Harry Street Improvement:
Between I-135 and George Washington Boulevard (Districts I and II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2003 Capital Improvement Program includes a project to improve Harry between I-135 and George Washington Boulevard. The project provides for the reconstruction of Harry to provide four through lanes and a center two-way left turn lane.

Analysis: The project requires the relocation of a traffic signal to a 5x5 foot site located adjacent to the sidewalk and current right of way at 2432 East Harry. The owners have agreed to accept \$1,000 in exchange for the required permanent easement.

Financial Considerations: Funds have been budgeted in the Capital Improvement Program for acquisitions for this project. The funding source will be General Obligation Bonds. A budget of \$1,000 is requested for the acquisition.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council approve the budget and contract; authorize all necessary signatures.

Agenda Item No. 10h.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0241

TO: Mayor and City Council Members

SUBJECT: Acquisition of Drainage and Utility Easement at 6008 West 29th Street
North (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2005 Capital Improvement Program includes a project to improve 29th, west of Hoover to ½ mile east of Ridge. To accommodate the planned improvements, utilities will have to be relocated from their current locations. During project design, it was discovered that a tract of land, shown to be dedicated right of way, remains in private ownership. Prior to this discovery, utilities had begun relocating onto the tract of land. The project plans have been designed dependent on this stretch of land being available for use.

Analysis: The owner has agreed to accept \$1,000 in exchange for the permanent easement necessary for utility relocation and drainage for the project.

Financial Considerations: Funds are available in the Property Management Special Revenue Fund contingency. A budget of \$1,000 is requested for the acquisition.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council approve the budget and agreement; authorize all necessary signatures.

Agenda Item No. 10i.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0242

TO: Mayor and City Council Members

SUBJECT: Acquisition of Permanent Easement for Integrated Local Water Supply Plan

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993 the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000 City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project which includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, the transfer to and storage of captured water in the aquifer, and the recovery and use of this water to meet future demands for the City of Wichita.

Analysis: Nine sites were identified as necessary for the capture of above base flow water and six sites were identified as necessary for the location of water treatment, recharge/recovery wells, recharge well, or recharge basins. Fourteen sites have been purchased or are under contract. The owner of the last site has agreed to grant the required easements for \$18,360. In addition, the City has agreed to provide two water meters and place a PVC line under a railroad corridor. The cost of these two items is estimated at \$6,200.

Financial Considerations: A budget of \$25,000 is requested; this includes \$24,560 for acquisition and \$440 for title work, title insurance and closing costs. Funding for this project is included in the CIP in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the permanent easement; and 3) Authorize all necessary signatures.

Agenda Item No. 11.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0243

TO: Mayor and City Council Members

SUBJECT: Sale of Surplus Property Located Near the 5500 Block of South Spruce
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: An offer has been received for the City-owned parcel located north of Sewer Plant 2 near the 5500 block of South Spruce. The property has approximately 1.79 acres and is currently undeveloped. The site is zoned Residential. The property was acquired for access to the river levee but is no longer needed for this purpose. The parcel has been the site of considerable illegal dumping and several fires. The parcel is landlocked unless access is provided through the mobile home park to the north and west or through the City's ownership to the south. This tract was approved as surplus to the needs of the City Council on June 8, 2004 and has been marketed since approval. .

Analysis: The owners of the adjacent mobile home park have offered \$500 for the parcel. It is not currently served by utilities and the lack of demand for sites makes it cost prohibitive to develop. The buyers have no immediate plans for the site. They are acquiring it so that they can better prevent illegal access and dumping and so they can clean up the site. .

Financial Considerations: The City will receive cash consideration from the sale of the property at closing. In addition, it will return to the tax rolls and the City will be relieved of maintenance costs and liability.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contracts; and 2) Authorize all necessary signatures.

Agenda Item 12.

CITY OF WICHITA
City Council Meeting

March 22, 2005

Agenda Report No. 05-0244

TO: Mayor and City Council Members

SUBJECT: Settlement of Lawsuit—Courter v. City of Wichita (Dist. V)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$11,507.09 in full settlement of Courter v. City of Wichita, Case No. 04 CV 1554.

Background: On March 29, 2003, the City's newly installed pump station near 21st Street North and 119th Street West failed and there was a significant sewer back-up in several homes in the Teal Brook Addition which is located just south of 21st Street North and about ½ mile west of 119th Street West. The failure of the pump station to operate properly was either a failure of the computer control system or some other mechanical failure.

Analysis: The City is ultimately responsible for this failure. Further investigation may reveal that the fault is that of the City's contractor or one of its subcontractor's who recently installed the pump station and its control facilities. Mr. Courter's claim is for damage to his residence and personal property caused by the sewer back-up.

Financial Considerations: The settlement will be paid by the Water and Sewer Utility. The City will seek recover of the payments made to Courter and other claimants in this subdivision from the general contractor and/or its supplier if it is determined that it was their negligence that caused the back-up.

Legal Considerations: The City is responsible for the back-up and the consequent property loss in the Teal Brook Addition. The Law Department recommends payment of \$11,507.09 as fair compensation for the Courter claims and pursuing repayment for all of these costs from the general contractor and/or its suppliers.

Recommendations/Actions: Authorize payment of \$11,507.09 in full settlement of the lawsuit filed by Richie Courter.

Agenda Item 13.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0245

TO: Mayor and City Council

SUBJECT: Settlement of Lawsuit – Alice Foster

INITIATED BY: Law Department

AGENDA: Consent

[illegible]

Recommendation: Authorize payment of \$75,000.00 as a full settlement of all possible claims arising out employment with the City.

Background: Plaintiff, a former employee, claims sexual harassment and discrimination. She also claims to have been constructively discharged, by resigning due to the harassment.

Analysis: After investigating the claims asserted in the lawsuit, evaluating facts, and considering the risks of trial, the City determined that a resolution of this matter was appropriate. After some discussion, the City has been offered an opportunity to resolve the claim with a lump sum payment of \$75,000.00 as full settlement of all claims arising out of the plaintiff's employment. Because of the risks associated with litigation, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement payment is from the City's Tort Liability Fund

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of \$75,000.00 as a full settlement of all possible claims arising out of the plaintiff's employment.

Agenda Item 14.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0246

TO: Mayor and City Council

SUBJECT: Grant Application – Drug Court Enhancement

INITIATED BY: Law Department and Municipal Court

AGENDA: Consent

Recommendation: Approve the grant application.

Background: The Wichita Municipal Drug Court Program, created in 1995, was one of the first 100 established nationwide and was the first established in Kansas. The Drug Court is a deferred judgment program that provides a non-traditional, therapeutic approach to dealing with criminal offenders who are substance abusers. The judge, prosecutor, probation officer and treatment provider work as a team using a non-adversarial approach to encourage and promote substance free behavior. The components of the program include intensive treatment, regular court appearances, random drug testing, education and counseling. The primary mission of the Drug Court is to rehabilitate the participant through intensive drug and alcohol treatment with accountability and responsibility being key components of the overall program. The Drug Court Program is a successful program with a seven percent (7%) recidivism rate among its graduates. Since the year 2000, there have been 1,437 accepted on the diversion program, a 66 percent graduation rate and 160 currently in the program. Although the program is successful, there has been a significant decline in the number of applicants despite an increasing number of drug/drug related charges. The decline is due

in part to: 1) The perception that Drug Court is “too hard”; and, 2) The increasing cost of treatment, an essential element of the program.

Analysis: The U.S. Department of Justice, Bureau of Justice Assistance is accepting grant proposals for improvement and enhancement of drug courts. The Court is seeking funds to expand the program to offer the same resources available to Drug Court defendants to those defendants in our community who have been placed on probation. The focus of the enhanced program will be toward repeat offenders who have failed traditional adjudication and treatment. These defendants are substance abusers who continue to come back to the Municipal Court for additional “petty” crimes. Many of these defendants cannot keep a job due to their addiction; therefore, they are unable to pay for treatment. Grant funds are sought to pay treatment costs and to support on-going training for the Drug Court staff.

Financial Considerations: The proposed grant application totals \$335,075. The federal share of the grant is \$200,000. The grant will pay probationers’ treatment costs and on-going training for the Drug Court staff. The grant requires a minimum 25 percent matching funds. The City’s match will be provided by in-kind funding of \$85,075 and \$50,000 cash match with local funds already budgeted in the 2005 budget.

Legal Considerations: None

Recommendations: It is recommended the City Council approve the grant application and authorize the Mayor to sign the grant application and grant assurances.

05-0246 Attachment

Budget Detail Worksheet

A. Personnel

List each position by title and name of employee. Show the Annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant's organization.

<u>Name/Position</u>	Salary Computation	Cost
Jennifer L. Jones Administrative Judge	\$ 85,530 x 25%	\$ 21,383
Penny Watson, Prosecutor	\$ 54,060 x 30%	\$ 16,218

Cherie Nelson Probation Officer	\$ 46,860 x 70%	\$ 32,802
Donte Martin Coordinator/Assist. To Director	\$ 48,310 x 15%	\$ 7,247
Kay Gales Court Administrator	\$74,260 x 10%	\$ 7,426
Total		\$ 85,075

Budget Narrative

Salaries for personnel involved in the City of Wichita Drug Court. Percentage of time spent working on Drug Court factored in to obtain personnel costs for staffing Drug Court.

B. Fringe Benefits

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

B. Fringe Benefits	
Total	\$ 0

C. Travel/Training

Itemize travel expenses of project personnel and purpose (e.g. staff to training, field interviews, advisory group meeting, etc). Show the basis of (e.g. six people to 3-day training at \$x airfare, \$x lodging, \$x per diem). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the destination of travel, if known.

Purpose of Travel	Destination	Item	Computations	Cost
Drug Court Coordinator Training	Dallas, TX	Meals	1 team member x \$51/day x 5 days + \$20	\$275
Drug Court Treatment Provider Training	Dallas, TX	Meals	1 team member x \$51/day x 5 days + \$20	\$275
Drug Court Community Supervision Training	Reno NV	Meals	1 team member x \$31/day x 5 days + \$13	\$170
Drug Court Prosecutor Training	Reno NV	Meals	1 team member x \$31/day x 5 days + \$13	\$170
Drug Court Ensuring the Sustainability of Drug Court Programs	Baltimore, MD	Meals	1 team member x \$45/day x 3	\$135
2006 Annual Drug Court Training Conference	Undetermined Destination	Meals	7 team members x \$47/day x 4 days + \$140	\$1,455
2007 Annual Drug Court Training Conference	Undetermined Destination	Meals	7 team members x \$47/day x 4 days + \$140	\$1,455

Site Visit - Other Drug Court Year 2005	Buffalo, New York	Meals	4 team members x \$43/day x 3 days	\$515
Site Visit – Other Drug Court Year 2005	Jackson County Drug Court, Kansas City, Mo.	Meals	4 team members x \$47/day x 3 days	\$565
Site Visit – Other Drug Court Year 2006	Nashville, Tenn.	Meals	4 team members x \$47/day x 3 days	\$565
Site Visit – Other Drug Court Year 2007	Norman, Okla.	Meals	4 team members x \$31day x 3 days	\$375
Total Meals				\$5,955

C. Travel/Training (con't)

Purpose of Travel	Destination	Item	Computations	Cost
Drug Court Coordinator Training	Dallas, TX	Lodging	1 team member x \$111 x 5 days	\$560
Drug Court Treatment Provider Training	Dallas, TX	Lodging	1 team member x \$111 x 5 days	\$560
Drug Court Community Supervision Training	Reno NV	Lodging	1 team member x \$110/day x 5 days	\$550
Drug Court Prosecutor Training	Reno NV	Lodging	1 team member x \$110/day x 5 days	\$550
Drug Court Ensuring the Sustainability of Drug Court Programs	Baltimore, MD	Lodging	1 team member x \$150/day x 3 days	\$450
2006 Annual Drug Court Training Conference	Undetermined Destination	Lodging	7 team members x \$150/ay x 4 days	\$4,200
2007 Annual Drug Court Training Conference	Undetermined Destination	Lodging	7 team members x \$150/ay x 4 days	\$4,200
Site Visit - Other Drug Court Year 2005	Buffalo, New York	Lodging	4 team members x \$81/day x 3 days	\$975
Site Visit – Other Drug Court Year 2005	Jackson County Drug Court, Kansas City, Mo.	Lodging	4 team members x \$98/day x 3 days	\$1,175
Site Visit – Other Drug Court Year 2006	Nashville, Tenn.	Lodging	4 team members x \$94/day x 3 days	\$1,130
Site Visit – Other Drug Court Year 2007	Norman, Okla.	Lodging	4 team members x \$65/day x 3 days	\$780
Total Lodging				\$15,130

Purpose of Travel	Destination	Item	Computations	Cost
Drug Court Coordinator Training	Dallas, TX	Registration	1 team member x \$750	\$750
Drug Court Treatment Provider Training	Dallas, TX	Registration	1 team member x \$750	\$750
Drug Court Community Supervision Training	Reno NV	Registration	1 team member x \$750	\$750
Drug Court Prosecutor Training	Reno NV	Registration	1 team member x \$750	\$750
Drug Court Ensuring the Sustainability of Drug Court Programs	Baltimore, MD	Registration	1 team member x \$750	\$750
2006 Annual Drug Court Training Conference	Undetermined Destination	Registration	7 team members x \$500	\$3,500
2007 Annual Drug Court Training Conference	Undetermined Destination	Registration	7 team members x \$500	\$3,500
Site Visit - Other Drug Court Year 2005	Buffalo, New York	Registration	None	\$0
Site Visit – Other Drug Court Year 2005	Jackson County Drug Court, Kansas City, Mo.	Registration	None	\$0
Site Visit – Other Drug Court Year 2006	Nashville, Tenn.	Registration	None	\$0
Site Visit – Other Drug Court Year 2007	Norman, Okla.	Registration	None	\$0
Total Registration Fees				10,750

C. Travel/Training (con't)

Purpose of Travel	Destination	Item	Computations	Cost
Drug Court Coordinator Training	Dallas, TX	Transportation	1 team member x \$400 – Coach + Taxi to/from airport	\$460
Drug Court Treatment Provider Training	Dallas, TX	Transportation	1 team member x \$400 – Coach + Taxi to/from airport	\$460
Drug Court Community Supervision Training	Reno NV	Transportation	1 team member x \$400 – Coach + Taxi to/from airport	\$460
Drug Court Prosecutor Training	Reno NV	Transportation	1 team member x \$400 – Coach + Taxi to/from airport	\$460
Drug Court Ensuring the Sustainability of Drug Court Programs	Baltimore, MD	Transportation	1 team member x \$260 Coach + Taxi to/from airport	\$320
2006 Annual Drug Court Training Conference	Undetermined Destination	Transportation	7 team member x \$400 Coach + \$60x7 Taxi to/from airport	\$3,220
2007 Annual Drug Court Training Conference	Undetermined Destination	Transportation	7 team member x \$400 Coach + \$60x7 Taxi to/from airport	\$3,220
Site Visit - Other Drug Court Year 2005	Buffalo, New York	Transportation	4 team members x \$250 Coach + \$120 x 4 Taxi to/from airport/court	\$1,480
Site Visit – Other Drug Court Year 2005	Jackson County Drug Court, Kansas City, Mo.	Transportation	4 team members – 398 miles x \$.405 per mile plus \$15 Toll	\$176
Site Visit – Other Drug Court Year 2006	Nashville, Tenn.	Transportation	4 team members x \$325 Coach + \$120 x 4 Taxi to/from airport/court	\$1,780
Site Visit – Other Drug Court Year 2007	Norman, OK.	Transportation	4 team members – 360 miles x \$.405 per mile + 60 miles to/from Court x \$.405 + \$15 Toll	\$175
Total Transportation				\$12,210

<u>C. Total Training Costs</u>				
Total Meals				\$5,955
Total Lodging				\$15,130
Total Registration Fees				10,750
Total Transportation				\$12,210
Total Training Costs				\$44,045

Budget Narrative

Total costs for Drug Court staff to attend training sessions throughout the United States. Costs figured using the City of Wichita Travel and Training Administrative Regulation 3.1 as well as IRS Publication 1542. Both documents were used to figure allowable rates for meals, lodging, and transportation.

Registration costs were figured using rates from the National Drug Court Institute (NDCI) and the National Association of Drug Court Professionals (NADCP) 2005 schedule of conferences and training.

D. Equipment

Equipment Costs	\$ -0-

E. Supplies

Supply Costs	\$ -0-

F. Construction

Construction Costs	\$ -0-

G. Contractual -- Drug Treatment Costs

Description	Computations	Costs
Drug Treatment Costs – Federal request	Avg. 65 probationer participants x 2 years at \$1,200 annual treatment costs.	\$155,955
Drug Treatment Costs – Cash Match	Avg. 20 divertee participants x \$1,200 x 2 years	\$ 50,000
Total Treatment Costs		\$205,955

Budget Narrative

Costs figured using the City of Wichita contracted rate with COMCARE -- Addiction Treatment Services. Figured \$200,000 enhancement grant minus \$44,045 amount designated for training. The difference is \$155,955. Cost of treatment is \$1,200 per participant (assuming highest level of treatment required). Divided total amount remaining for treatment (\$155,955) by treatment cost per participant (\$1,200). This allows us to extend Drug Court services to 130 offenders over a two-year period. This is in addition to the maximum 400 offenders we're currently capable of serving annually

H. Other Costs

Other Costs	\$ -0-

I. Total Indirect Costs

Total Indirect Costs	\$ -0-
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Budget Detail Worksheet

Breakdown each category (A – I) into Federal and local share.

Category	Total	Federal	Local
A. Personnel	\$ 85,075		\$ 85,075
B. Fringe Benefits	-0-	-0-	-0-
C. Travel/Training	\$ 44,045	\$ 44,045	
D. Equipment	-0-	-0-	-0-
E. Supplies	-0-	-0-	-0-
F. Construction	-0-	-0-	-0-
G. Treatment Costs	\$205,955	\$155,955	\$ 50,000
H. Other Costs	-0-	-0-	-0-
I. Indirect Costs	-0-	-0-	-0-
Total Project Costs	\$335,075	\$200,000	\$135,075

Federal Request \$200,000

Non-Federal Amount \$135,075

Budget Narrative

Total program costs based on receiving \$200,000 enhancement grant. \$44,045 will be used for travel/training; the remaining \$155,955 will be used for the treatment of probationers. The City of

Wichita match is in kind labor through personnel that staff Drug Court and cash match to subsidize the treatment of non-probation offenders participating in Drug Court.

Budget Summary

Instructions:

When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the Federal funds requested and the amount of non-Federal funds.

<u>Budget Category</u>	<u>Amount</u>
A. Personnel - In-Kind	\$ 85,075
B. Fringe Benefits	-0-
C. Travel/Training	\$ 44,045
D. Equipment	-0-
E. Supplies	-0-
F. Construction	-0-
G. Treatment - Federal	\$155,955
Treatment – Local (cash match)	\$ 50,000
H. Other Costs	-0-
I. Indirect Costs	-0-
Total Direct Costs	\$335,075
Total Indirect Costs	\$ -0-
TOTAL PROJECT COSTS	\$335,075
Federal Request	\$200,000
Non-Federal Amount (67.5%)	\$135,075

Agenda Report No. 14 – ATTACHMENT - Budget Narrative

Total project costs including \$135,075 City of Wichita match (67.5%) and \$200,000 enhancement grant. \$155,955 is designated for treatment and the remaining \$44,045 designated for travel/training.

Agenda Item #05-0246 Attachment
City of Wichita, Kansas

Drug Court Discretionary Grant Program
Adult Drug Court Enhancement Grant
Application
2005-F2055-KS-DC

Submitted to:
Bureau of Justice Assistance
Office of Justice Programs
U.S. Department of Justice

March 31, 2005

Program Narrative

A. Applicant Contact Information

1. George R. Kolb, City Manager
2. City of Wichita, Kansas
3. 455 N. Main, Wichita, Kansas 67202
4. Phone (316) 268-4351
5. Fax (316) 268-4519
6. gkolb@wichita.gov

B. Size of Jurisdiction

1. 354, 617
2. Urban
3. Local municipality
4. Wichita, Sedgwick County, Kansas

C. Type of Drug Court Application

1. Category II: Adult Drug Court Enhancement Grant

D. This enhancement grant will not be used to target DUI offenders

E. The City of Wichita has not been designated as an Empowerment Zone or an Enterprise Community by the U.S. Department of Housing and Urban Development

F. The City of Wichita has not received a planning grant from the Drug Court Discretionary Grant Program and has not participated in the Drug Court Planning Initiative.

G. The City of Wichita received an enhancement grant from OJP in 1997. No. 7-Z159-KS-DC

H. The City of Wichita is not requesting federal funding to support an automated information system or a process/outcome evaluation.

I. Statement of Need

A. Introduction

Annually, the City of Wichita Municipal Court addresses approximately 4,000 drug and alcohol related cases on its criminal court docket. This number does not include driving under the influence (DUI) cases that are handled on a separate DUI court docket. The drug and alcohol related cases include charges of possession of marijuana, possession of paraphernalia, transport open container, consumption of alcohol by a minor, consumption of alcohol in public, etc. On a first conviction, these defendants would typically receive a controlling jail sentence, a fine, be required to attend a drug and alcohol education class, and then be placed on a non-reporting probation. Many defendants learn from their experience in Municipal Court; however, judges and prosecutors quickly noted that many of the new cases on the criminal docket involved offenders who had prior convictions for the same type charges- the repeat offenders. For persons convicted of a second or subsequent drug and/or alcohol case, the penalties are enhanced. The individual is put on a reporting probation, ordered to get a drug and alcohol evaluation and follow the recommendations. Random urinalysis testing is required. Still, in many cases this is not enough.

Many of the criminal offenders with substance abuse problems cannot afford the treatment necessary to help overcome their addiction. They continue to commit crimes to “feed” their drug habit. They get caught shoplifting, smoking dope in the city parks, buying and selling drugs, prostituting themselves, etc. They come back into the Municipal Court system and thus perpetuate the “revolving door syndrome.” Due to time, money, and personnel constraints, we are not always able to adequately deal with these individuals.

If the City of Wichita Drug Court Program receives the enhancement grant, it is these individuals that we want to work with and help.

B. Current Program Structure

The City of Wichita Drug Court program affords defendants who have criminal charges of possession of marijuana and/or possession of paraphernalia an opportunity to keep their criminal record free of a conviction for the offense(s) charged. It also renders assistance to persons who recognize, acknowledge, and seek help for their addiction. The program does this by providing a highly structured environment of court review hearings and treatment.

The City of Wichita Drug Court “team” consists of four members; the judge, prosecutor, probation officer, and the treatment provider. Defense counsel participates only when requested by the defendant. The probation officer and treatment provider have been on the team for seven years; the prosecutor has been a team member for three years; and the judge, the newest member, has been with the program for two years. All members of the team work well together in a professional manner and respect each other’s area of expertise. Members of the team recognize that the primary goals of the Drug Court program are to alleviate court crowding, reduce substance abuse, reduce recidivism, and keep non-violent offenders out of jail. To that end, the Drug Court has processed over 2,000 cases that would have been heard in the traditional court. Over 1,000 individuals have graduated from the program since August 1995.

Acceptance into the Drug Court program is by application and review. The prosecutor looks at the application, police reports, and the individual’s prior criminal history, if any. Based on specific criteria (set out in the policy and procedure manual), the applicant is

accepted or rejected. Those that are rejected have an opportunity to set their case for trial, hire an attorney to represent them, or plead guilty to the charge(s).

Individuals accepted into the program sign a Deferred Judgment Agreement with the City of Wichita wherein they plead guilty to the charge(s). Their guilty plea is accepted and judgment is deferred for one year to give them an opportunity to complete the program.

Participants also promise to:

1. Attend monthly court review hearings;
2. Attend treatment;
3. Be drug and alcohol free during the program;
4. Not violate any laws of the City, State, or Federal government;
5. Pay court costs;
6. Pay treatment costs;
7. Update address information if they move;
8. Not carry any deadly or dangerous weapons; and
9. Have random urinalysis testing.

After signing the Agreement, participants are given a new court date and scheduled an appointment with COMCARE – Addiction Treatment Services, the City’s Drug Court treatment provider, to have their initial intake evaluation. During the intake evaluation, a treatment program is tailored to the individual’s specific needs. The first urinalysis test is also performed at this time. During the year, participants attend monthly court review hearings. Prior to the court hearing each case is staffed by the Drug Court team. They meet to discuss treatment compliance, urinalysis test results, status of payments, etc. If an individual is doing well and following the program directives, another monthly review hearing is scheduled. However, if there are problems or concerns with a participant’s progress, special attention is given and recommendations are specifically tailored to that individual’s violation(s).

If a Drug Court participant has violated a term/condition of the program, the judge will impose a sanction. A sample list of possible sanctions include:

PROBLEM	SANCTION
Missed treatment	Assign hours of community service
Missed urinalysis test	Warning on first, jail on second and subsequent
Positive urinalysis test	Jail. The amount of jail time will increase with every positive UA. First time offenders may be allowed to schedule their time for the weekend or may be able to serve their time in the work release program if space is available
Frequent trips out of town	Limit ability to travel

The Drug Court also recognizes the great strides some participants make while on the program. Each individual on the program overcomes different levels of addiction, deals with relationship problems, job concerns, financial hardships, etc. When someone has done something that deserves notice and appreciation, the team makes a special recommendation to the judge. The Drug Court Judge has a particularly important role in the program. While she must maintain impartiality and decorum in the courtroom at all times, she does not deem it inappropriate to praise, clap for participants, come down from the bench to shake hands with, or even hug a participant. Though these practices may seem inconsistent with normal courtroom restraint and impersonality, they do reflect the underlying nature of the Drug Court. The Judge actively promotes the successful

treatment of participants. Some examples of our behavior and incentives program include:

POSITIVE BEHAVIOR

INCENTIVE

Graduate from high school, college, nurse's training Certificate of accomplishment; courtroom praise

Remain drug and alcohol free Movie passes; certificate; courtroom praise; decrease in the number of courtroom review hearings

Fully participate and cooperate in treatment Certificate of accomplishment; change in treatment plan

Make special stride in overcoming addiction Gift bag; certificate of accomplishment; courtroom recognition; encouragement from all team members in the courtroom

There are occasions when participants require special needs. The Drug Court calls upon other community agencies to assist. These agencies include: the Kansas Department of Social and Rehabilitation Services, State Corrections, homeless shelters, COMCARE Center City Homeless Program (mental health program), Salvation Army, Wichita Police Department, Sedgwick County Sheriff's Office, Wichita Public Schools, and the Kansas Children's Service League.

The City of Wichita Drug Court program is intended to be one year in length. There are times, however, when a participant's program is extended for an additional six months, the maximum allowable by City Ordinance. The two main reasons we extend an individual's program are (1) to afford them additional time to pay their fines, fees, treatments costs, etc. or (2) when someone has a positive UA during the last three months on the program.

If the program is not extended, the participant must either graduate or be terminated within the one-year period. There are a number of reasons to place a participant on the monthly termination docket: (1) positive results on urinalysis test(s); (2) missing scheduled urinalysis test(s); (3) missing court review date(s); (4) not cooperating with treatment; (5) non-payment of court or treatment costs; and (6) having urinalysis tests with low creatinine levels. Not everyone placed on the termination docket is actually terminated. The Drug Court team meets prior to the docket to staff each case. A decision is made whether to terminate, withdraw the motion to terminate, or continue the motion to the next docket to see whether improved performance can be given. After attending a Drug Court seminar in Atlanta in the Fall of 2004, the Drug Court team has changed its philosophy and makes every effort to keep participants in the program. An individual will be terminated only in the most extreme circumstances.

The graduation ceremony is a joyous occasion for the participants who never thought the day would come and for the Drug Court team as well. This docket is scheduled on the fourth Monday of each month. After spending a year, sometimes longer, with our Drug Court participants, it is difficult to see them leave. With many congratulations, handshakes, and hugs, they are told to never come to criminal court again. Our recidivism rate is low- only 7% of our graduates were cited for new drug/alcohol charges. We consider the City of Wichita Drug Court program to be a huge success.

C. Services Delivery Plan

The City of Wichita has contracted with COMCARE - Addiction Treatment Services of Sedgwick County (ATS), 940 N. Waco, Wichita, KS 67203 as the sole treatment provider for Drug Court. ATS provides outpatient treatment and makes referrals, if necessary, to inpatient treatment providers.

ATS is a State licensed outpatient treatment provider. Upon acceptance into the program participants are evaluated by ATS and recommendations of treatment and/or education are made to the court. The court makes the final decision as to which offenders participate in the program.

ATS has a three-track outpatient program: Option A is an education/information track for participants that are evaluated as not being drug dependant. Participants are placed in a one day, eight hour, educational class. This class is designed to educate the offender about the potential risks and consequences of alcohol and drug use. The offender is placed on a six-month random UA schedule receiving a minimum of two UA's per month. If a participant has a positive drug test, the Drug Court Team will be notified and the offender will be assessed for alternative treatment options. If the offender remains abstinent, they will proceed with the recommendation for graduation. Option A costs \$420.

Option B is a Pre-treatment, Primary treatment, and Life Skills track. Pretreatment is designed to span six to eight weeks depending on the offender's ability to achieve and maintain abstinence. Counseling sessions are typically carried out in a group setting and are specifically designed to address resistance to the need for treatment often exhibited in offenders. Pretreatment is based upon the premise that "the carrot is mightier than the stick".

Primary treatment (stabilization stage of recovery) is designed to be approximately twelve to twenty-four weeks, based on the offender's ability to incorporate the philosophy and life skills necessary to maintain long-term clean time. Offenders can remain in this phase for up to one year, if necessary, to achieve psychological and behavioral changes needed to support recovery. During this phase, offenders will be expected to participate in both group and individual counseling, as appropriate. Offenders are seen one to four times per week depending on the level of structure necessary for the offender to remain clean. Offenders are highly encouraged to attend 12 Step Programs during this phase of treatment.

Life skills treatment is designed to span sixteen to twenty-four weeks dependent upon the offender's ability to address issues that might interfere with abstinence. Life skills groups meet monthly. Option B costs \$988.

Option C includes all the treatment provided in Options A and B but also includes Continuing Care treatment. Continuing Care is designed to last sixteen to twenty-four weeks and meets weekly. The purpose of Continuing Care is to identify potential relapse triggers, explore stressors, and to establish an on-going support system. Option C costs \$1,215.

Should an offender have a co-occurring mental health diagnosis in addition to a chemical dependence diagnosis, the offender attends a group designed to meet the needs of that particular clientele. These groups are formatted to address substance abuse and mental health needs simultaneously. Research indicates that treating the disorders concurrently produces better results than treating them separately or consecutively. Individual sessions could also be a necessary part of this treatment program. Co-occurring disorder

clients are assessed as necessary by a staff psychiatrist for potential medication needs. Psychiatric services will be an additional charge to the offender based upon a sliding scale fee.

ATS has a full range of services including, but not limited to: psychological assessment; group and individual outpatient counseling; assessment; vocational counseling; urinalysis testing; gas chromatograph tests; work based programs; living and family skills training; aftercare services; budgeting classes; and case management. The Drug Court uses these services for participants as needed on a case-by-case basis. The goal of the therapeutic aspect of Drug Court is to tailor treatment and/or education to the needs of each offender. The City of Wichita Drug Court has adopted a payment philosophy. The basic premise is that defendants are more likely to benefit from treatment when they feel invested in the process. Part of the investment process is obtained by making the defendants responsible for at least a portion if not all of their treatment costs. A defendant is more likely to “buy in” to the program if they are purchasing the services.

The majority of defendants are required to cover all of their treatment costs. An exception to this is if the defendant is deemed either physically or mentally disabled or if it appears that being financially responsible would create too much of a hardship for the defendant and his or her family. If these exceptions are noted, the City of Wichita Municipal Court pays the majority of the treatment costs; however, each defendant is required to pick up at least a portion of their financial treatment obligation.

Treatment fees are assessed for the year based on a three-tier system. A defendant is assessed and placed into one of the three tiers. At the time of initial assessment, the yearly fee is typically broken down into monthly or weekly payments in order to make the program more manageable for defendants. It is expected that the participant will keep their account current. If they fail to do so, the deficiency will be reported to the court and the case is staffed to determine what type of action will be taken.

Graduation from the program is expected to occur with the completion of Continuing Care/Life Skills goals, continued abstinence, and program fees being paid in full. This may occur within the twelve-month period or may take longer should an offender fail to remain drug free. When the Drug Court team assesses the offender to be no longer in need of continued monitoring or support and all commitments have been met, a recommendation for graduation is made to the court.

D. Program Impact on the Community

The Wichita Drug Court Program has been in operation since 1995. It was the first drug court in the State of Kansas and one of the first 100 established in the United States. Since the year 2000, there have been 1,437 applicants accepted on the deferred judgment program and a 66 percent graduation rate. We have a 59 percent five-year retention rate for the five-year period ending December 2004. Program capacity is 400 participants and there are 160 participants currently in the program.

We believe our program is successful and has had a major impact on the community. Believing that “treatment is prevention and prevention is treatment,” we have successfully broken the cycle of drug abuse in many families. We’ve been able to rehabilitate parents with substance abuse issues and help them become productive members of the community. This in turn provides the children of these parents hope for a better future.

We also believe that our program has reduced criminal activity related to drug use. By treating the addictions of substance abusers they are less likely to commit crimes such as petty theft and prostitution in an effort to finance their addictions.

E. Evaluation Findings

Although the program is very successful, (7% recidivism rate among our graduates), we have noticed a significant decline in the number of applicants. This decrease is despite an ever-increasing number of drug/drug related charges filed on the criminal court docket. The table below shows our total number of participants has decreased from a program high in the year 2000 of 379 participants to a near program low of 166 participants in the year 2004. This is a 56 percent reduction over the last 5 years.

Drug Court Diversion Statistics and Graduation Rates since 1997

	Year1997	Year1998	Year1999	Year2000	Year2001	Year2002	Year2003	Year2004
Diversions Accepted	126	293	354	379	375	284	233	166
Diversions Completed	81	59	109	283	192	216	157	97
Diversions Terminated		21	9	17	30	56	131	104
Graduation Rate		64.29%	20.14%	30.79%	74.67%	51.20%	76.06%	67.38%
				58.43%				

The Wichita Drug Court team has evaluated our program and attributes the decline to: (1) the perception that “Drug Court is harder than probation;” and, (2) the increasing cost of treatment, an essential element of the program.

II. Program Strategy/Design

A. Enhancement of Capacity or Improvement of Services

We are seeking funds to address our declining enrollment by expanding our program to defendants who have been placed on probation and offering the same resources currently available only to participants in the deferred judgment program. We intend to focus our expansion efforts towards repeat offenders who have drug and drug related problems. Too often we see the same defendants in and out of municipal court. They are addicts who either come back to us for additional “petty” crimes or they graduate to the district court system on more serious felony offenses. Many cannot keep a job due to their addiction; therefore, they are unable to pay for treatment. If grant funds are received pursuant to this request, they will be utilized to pay treatment costs and to support on-going training for the Drug Court staff.

One of the major goals of the Drug Court program is to break the cycle of addiction and criminal behavior. Too many defendants are attempting to take the “easy way out,” and opt for a brief jail sentence rather than seek the two key services the Drug Court program offers, accountability and treatment. In many cases, immediately upon completion of the sentence, and in some cases, before the sentence is completed, the same offenders are back before the court for probation violation hearings and /or new drug or drug related charges.

The enhancement grant is requested to allow an increase in the number and type of participants in the Drug Court program. If grant funds are received, we will expand our program to defendants who have been placed on probation. The Drug Court program will not be a voluntary program for these defendants, rather a court ordered condition of

their probation. This expansion of the program will allow us the opportunity to work with the defendants who need it most but who are unwilling or unable to pay for their treatment. We firmly believe that Drug Courts work and that drug offenders who complete a judge supervised treatment program are significantly less likely to commit crimes again than those who serve jail time with no treatment intervention.

Treatment costs have proven to be the strongest deterrent to our program. The contracted service provider's fees range from \$420 to \$1215 for a minimum year- long treatment program tailored to meet the defendant's needs. Many defendants are not employed or if employed, only at minimum wage, thus making it difficult, if not impossible, to add another financial burden to their household. If funding is approved, the funds will be utilized to pay the treatment costs for defendants ordered by the court to participate in the Drug Court program. The defendant will only be responsible for the \$15 per test UA costs (if financially able) so as to not interfere with a client's rehabilitation.

It is the consensus of the Drug Court Team, other judges in the department and prosecutors that more must be done to address the increasing number of recidivists in our community. We believe that this enhancement grant will give us the resources we need to expand our services and address this on-going problem.

B. Treatment and Restitution Costs

If we receive an enhancement grant and are able to expand our program to include probationers, the Drug Court will pay the costs of the court ordered treatment excluding UA costs for those who are able to pay. This is consistent with our firmly held belief that participants have greater success when they feel invested in the process.

Addiction Treatment Services will collect payments for costs associated with UA's from offenders participating in the enhanced program. At the time of initial assessment, the UA fee will be broken down into monthly or weekly payments in order to make the costs more manageable for defendants. It is expected that the participant will keep their account current. If they fail to do so, the deficiency will be reported to the court and the case is staffed to determine what type of action will be taken. The City of Wichita Municipal Court pays the costs for those participants that are indigent and/or unable to pay.

Restitution costs will be processed through our Probation Office. Probationers ordered to pay restitution will pay these costs through the restitution clerk located in the Probation Office. The restitution clerk will forward these payments to the victim.

C. Statistical Information on Program Success

Since the year 1997, there have been 2,210 applicants accepted on the deferred judgment program; 1,194 participants have graduated (54 percent), and 423 clients have been terminated (19 percent). We have a 59 percent five-year retention rate for the five-year period ending December 2004. Program capacity is 400 participants and there are 160 participants currently in the program.

With the enhancement grant we would be able to serve up to 465 offenders annually. Although our enrollment has decreased over the last ten years we expect a significant increase once we start making Drug Court a condition of probation for probationers who have violated the no drug/alcohol conditions of their probation. This grant will allow us to pay the treatment costs of those court ordered participants of Drug Court. Court ordered participants would still pay the costs for urinalysis testing.

We expect our retention rate of 59 percent and current daily average of 160 participants to increase as well. Since Drug Court will become a condition of probation for many offenders, the likelihood that they will complete the program will increase. Probation participants would be required to complete the program in order to be released from probation thus increasing our retention and daily average client rates.

D. Substance Abuse Patterns and Arrest Data

Methamphetamine, both imported and domestically produced, is the principal drug of concern in the State of Kansas. Cocaine, particularly crack cocaine, is also readily available throughout the state, primarily in major urban areas such as Kansas City, Topeka, and Wichita. In addition, Wichita is a transshipment point for drugs being transported throughout United States via Interstate 35.

Between 1994 and 1999, drug treatment admissions for methamphetamine in Kansas increased while admissions for heroin, cocaine, marijuana, and alcohol decreased. Local, small toxic methamphetamine laboratories continue to be a significant problem in Wichita.

Marijuana is readily available in Wichita and throughout Kansas. It is imported from Mexico through cities on the southwest border and transported in large shipments by the interstate highways through Dallas, Oklahoma City and Wichita and on to Kansas City. The State of Kansas is also seeing an increase in the abuse of "club drugs," such as MDMA (Ecstasy) and GHB. MDMA is found at "rave parties" in all parts of Kansas. Law enforcement in western Kansas reports that it is brought into the area from Denver, Colorado. Intelligence indicates that MDMA and GHB usage is increasing in Wichita. Drug convictions in Kansas made up 46.8% of its total criminal convictions in 2001. This is above the national average of 41.2%. Powdered cocaine was involved with 17.1% of these drug convictions, 20.8% involved crack cocaine, 4.6% involved heroin, 21.3% involved marijuana, 34.7% involved methamphetamines, and 1.4% involved other drugs. Of the 46.8% of drug convictions in Kansas, 41.2% was due to drug trafficking as the primary offense, 3.2% was due to facilitating as a primary conviction, 3.2% was due to simple possession as the primary offense.

Wichita Police Department Adult Arrests - Age, Sex and Race

2004

18-24	25-44	45 & Up	White	Black	Indian	Alaskan	Indian	Asian	Hispanic
4697	6761	1997	8875	4139	108	285	2125	11430	

* 35% of the arrestees are female

E. Training

The Wichita Drug Court was created in 1995. We were the first drug court in the State of Kansas and one of the first 100 established in the United States. The number of drug courts nationwide has increased drastically over the last decade. Accompanying this increase in drug courts is an increase in training opportunities. We believe training is an essential element in operating a successful drug court. There is much to be learned through site visits with peer drug courts as well as attending national trainings hosted by the National Drug Court Institute (NDCI) and the National Association of Drug Court Professionals (NADCP). Attending these trainings will improve our team and allow us to develop a better drug court program.

The staff-members that comprise our Drug Court team have changed over the last ten years. Many members of our Drug Court team have not had the opportunity to attend the NDCI Comprehensive Drug Court Practitioner Training Series. We would request that our Prosecutor, Treatment Provider, Probation Officer and Drug Court Coordinator attend this training series.

Our Drug Court probation officer attended the NADCP Annual Conference in 1998. However, none of the other team members have been to the Conference. We would like to send our entire Drug Court team to the NADCP Annual Conference.

Although this grant award may not be made in time to attend 2005 Annual Conference, there are many training sessions being offered that would benefit our Drug Court team. These trainings include: (1) Effective Enforcement and Community Supervision Strategies with Methamphetamine Participants in Drug Court; (2) Problem Solving Courts: Working with Special Populations; (3) Special Issues for Drug Courts; and, (4) Incentives and Sanctions for Family Drug Courts. Hopefully these training sessions will be offered at future conferences.

The Drug Court team also plans to conduct site visits of other successful Drug Courts. The purpose of these site visits is to learn how our peer Drug Courts are handling many of the same issues we confront on a daily basis.

The Drug Court team would apply the principles and strategies learned through site visits and attending NADCP/NDCI training to our Drug Court. We would evaluate our current efforts and develop new approaches to issues that face drug courts nationwide. In order to maximize the benefits of attending the conference and training sessions we would also “train the trainer” and share what we learned with others in our respective departments.

III. Sustainability Plan

The City of Wichita Drug Court does not currently have the funds to expand our program. The enhancement grant would serve as “seed” money and provide funding for the next two years. During this two-year period the Drug Court will evaluate the expansion of the program using identified performance measures. These output measures will include the number of participants cited for drug charges while participating in the Drug Court and the number of graduates over the two-year period. Drug Court team members will collect and maintain the appropriate data required by the Office of Justice Programs to ensure compliance with the Government Performance and Results Act (GPRA), Public Law 103-62.

The Drug Court team will provide periodic reports to the Wichita City Council and City Manager. These reports will provide information related to the Drug Court program including enrollment, graduation rates, termination rates, recidivism rates among graduates, and other outcome measures. These reports will also detail the collaborations and partnerships that are essential to the operation of a Drug Court. At the end of the two-year period staff will review the data, evaluate outcomes, and seek continued funding from the City of Wichita.

Agenda Item # 14 Attachment

Time Task Plan

Goal #1 Expand the capacity of the Drug Court program to make it available to defendants as a condition of probation.

Objectives	Activities/Timeframe	Person Responsible
Determine the number of persons who can be on the Drug Court Probation Program.	Conduct a time/person study to establish the maximum number of people who can be seen on each docket. July 15, 2005	Judge
	Conduct a time/person study to establish the maximum number of people the treatment provider can serve. July 15, 2005	Treatment Provider
	Conduct a time/person study to establish the maximum number of people the probation officer can monitor. July 15, 2005	Probation Officer
Set out criteria to be used to identify candidates for placement on the Drug Court Probation Program.	Discuss and journalize criteria for admission to the Drug Court Probation Program. July 15, 2005	Whole Team

Goal #2 Reduce recidivism among substance abusers that are seen on the City of Wichita Criminal Docket.

Objectives	Activities/Timeframe	Person Responsible
Make Drug Court resources available to additional substance abusing criminal defendants.	<p>Modify policies and procedures manual for Drug Court Probation Participants.</p> <p>July 15, 2005</p>	Probation Officer
Using the criteria established by the Drug Court team, identify a pool of probationers who have prior convictions and/or have a known substance abuse problem.	<p>Review files of probationers.</p> <p>Discuss transition of probation to Drug Court Probation Program to all probationers at risk of receiving a probation violation.</p> <p>Transition all probationers who are voluntarily willing to do the Drug Court Probation Program as a condition of their probation.</p> <p>File probation violation paperwork for any targeted defendants who do not voluntarily choose to join the Drug Court program as a condition of their probation.</p> <p>July 30, 2005</p>	<p>Probation Officers Judge</p> <p>Probation Officers</p> <p>Probation Officers Judge</p> <p>Probation Officers</p>

Using the criteria established by the Drug Court team, identify criminal defendants at time of trial or sentencing who have prior conviction(s) and/or a known substance abuse problem.	Utilize the Drug Court Probation Program in plea-bargaining on the criminal docket. August 1, 2005 Transition cases from the criminal docket into the Drug Court Probation Program as a condition of probation. August 15, 2005	Prosecutors assigned to the criminal docket. Criminal Court judge
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Goal # 3 Provide the opportunity for Drug Court team members and other City of Wichita staff that interact with the Wichita Drug Court to attend training programs and travel to other drug courts to observe their process.

Objectives	Activities/Timeframe	Person Responsible
Identify training that is available through the National Drug Court Institute and the National Association of Drug Court Professionals.	Contact the NDCI and NADP for information on types of training and dates available. July 2005	Drug Court Coordinator Probation Officer
Identify which team members and staff will benefit from the trainings offered.	Meet with Drug Court team and staff to discuss which trainings are best suited for their particular role in Drug Court. July 2005	Coordinator Court Administrator Drug Court Team
	Make arrangements for the team members to attend the Comprehensive Drug Court Practitioner Training	Court Administrator Drug Court Coordinator

	Make arrangements for the drug court team to attend the annual drug court conference 2006 and 2007	
Identify four drug court sites for observation.	Contact established drug courts that we are interested in observing July 2005	Drug Court Team
	Make arrangements to travel to each court	

Agenda Item No. 15.

CITY OF WICHITA
City Council Meeting
March 22, 2005

Agenda Report No. 05-0247

TO: Mayor and City Council Members

SUBJECT: Trade of Surplus Property Located at 344 North Hillside for 1131 North Broadway (Districts II and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the trade.

Background: The City acquired 344 North Hillside in 2002 as part of the project to improve Hillside from Central to Kellogg. At the time of acquisition, the site contained 6,513 square foot and was improved with at 1,392 square foot 1.5 story residence. The

project required a portion and the removal of the improvements. The remaining tract has approximately 5,770 square feet. It has not been openly marketed. The owner of the adjacent lot to the north has approached the City about a trade. The adjacent owner also owns a vacant parcel containing approximately 10,800 square feet in the 100 block of North Broadway. This parcel is immediately south of the City-owned property at 1137 North Broadway. 1137 North Broadway is developed with a 3,100 square foot residence and coach house on a 10,980 square foot site. Known as the Conely House, it is in the process of being historically designated. Once it is designated, it will be put on the market for sale.

Analysis: 1137 North Broadway is on a very small site and is impacted by poor access. The existing drive is very narrow and is between the north side of the structure and the boundary fence. The addition of the lot to the south will allow additional parking and make access much easier. The Hillside parcel is too small to be redeveloped by alone. Combining with the ownership to the north creates a developable site.

Financial Considerations: The Hillside tract will return to the tax rolls and will no longer need to be maintained by the City. The Broadway tract will be combined with 1137 North Broadway and be marketed for resale once historical designation is approved.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract; and 2) Authorize all necessary signatures.

Agenda Item 16.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No 05-0248

TO:	Mayor and Members of the City Council
SUBJECT:	Health and Benefit Consultant Contract Renewal
INITIATED BY:	Finance Department
AGENDA:	Consent

Recommendation: Approve renewal.

Background: The City Council directed staff to receive competitive bids for the City of Wichita's 2005 health insurance and employee benefits plan. To initiate this process, the Health Insurance Advisory Board met. The Board approved using an independent Health and Benefits Consultant to assist in the selection process of a health and benefits insurance plan. The Health Insurance Advisory Board approved the Request for Proposal and authorized the Department of Finance to issue the RFP. In conjunction with the Request for Proposal process to select a Health and Benefits Consultant, staff contacted the Insurance Association of Life and Health Underwriters to determine if any member would consider this project. There was not an interest.

The Request for Proposal (RFP) was issued through the City's Purchasing system. The RFP requested the vendor to:

- Review the existing benefit plan and make recommendations for cost-effective improvements.
- Survey and prioritize health care and benefit plan needs.
- Establish strategic goals and objectives for 2005 health care and benefit plans.
- Develop competitive bid specifications for the 2005 City Health Plan (medical, vision and prescription). The RFP requested the consultant to review other City employee benefit programs (such as dental, group term life, disability etc.) and determine if these products are still viable and competitive.
- Screen vendors and assist with final recommendations for providers and contract terms.

Following the Health Insurance Advisory Board approval, on April 20, 2004, the City Council approved a contract with the firm of Hilb, Rogal and Hobbs (HRH).

Analysis: The Health Insurance Advisory Board approved the 2005 Project Plan and fee schedule for Hilb, Rogal and Hobbs (HRH) on March 10, 2005. Under the 2005 Work Plan, HRH will undertake the following:

- § Review and bid Vision Plan (if necessary).
- § Review and bid Life Insurance, Accidental Death and Dismemberment, Dependent Life and Voluntary Accidental Death and Dismemberment plans.

Page Two

- § Review and bid dental plan.
- § Review and bid disability plan.

In addition, HRH will provide consultation on Health Savings Accounts, review retiree medical plan, provide follow-up on employee survey, assist with development of a communications strategy to enhance employee understanding of available benefits to enable employees to make effective choices, negotiate the 2006 rate for Coventry

medical and prescription plan and provide consultation on City establishment of a health and benefit data system to be used for future bidding of City health and benefit plans.

Financial Considerations: The contract amendment would be for a lump sum not to exceed fee of \$128,000 for 2005 with an option to renew at the same fixed price for 2006 and 2007. Funds are budgeted in the Group Health Insurance Fund to pay for a consultant.

Recommendation/Action: It is recommended the City Council approve the contract amendment and authorize the appropriate signatures.

Agenda Item 17.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0249

TO: Mayor and City Council Members

SUBJECT: Declaration for Participation in Firefighters Relief Fund for 2005

INITIATED BY: Firemen's Relief Association

AGENDA: Consent

Recommendation: Approve Declaration for Participation in Firefighters Relief Association for 2005 and authorize Mayor to sign.

Background: The Declaration for Participation must be executed and filed each year to allow the local Firefighters Relief Association to participate in the distribution of the State Firefighters Relief Fund Tax. This Firefighters Relief Fund Tax distribution will be from all fire and lightning insurance premiums collected. The certification indicates that the Wichita Fire Department is a full paid, public fire department with 390 salaried firefighters, and has fire apparatus and necessary equipment that is in serviceable condition with a value exceeding \$20,000,000.00.

Analysis: By State Statute, two percent of the total premium on fire and lightning insurance written within the State during a calendar year goes to the Commissioner of Insurance to establish the State Firefighter's Relief Fund. After certain payments required

by law, the balance of the fund is paid to local firefighters relief associations to be used for benefits for firemen injured, disabled, or killed in the line of duty, payment of funeral expenses, payment of a pension benefit for full-time firemen who are unfit for service after serving 20 years with the department, and to purchase insurance which would provide any of the listed benefits. The Wichita Firemen's Relief Association received \$773,382.52 in the 2003 distribution and received \$855,076.54 in the 2004 distribution. Distribution of the fund to over 575 Associations throughout the state is calculated using the valuation and population of the area the department provides fire protection. The City of Wichita has had a Wichita Firemen's Relief Association since 1896 and has participated in the State Firefighters Relief Association for more than 80 years. The certification is for calendar year 2005.

Legal Considerations: The Firefighters Relief Fund was created by K.S.A. 40-1701, et seq., and K.A.R. 40-10-1, et seq.

Financial Considerations: There will be no expense to the City.

Recommendation/Action: It is recommended that the Council approve the Declaration for Participation in the Firefighters Relief Association for 2005 and authorize Mayor to sign.

Agenda Item 18.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0250

TO: Mayor and City Council

SUBJECT: Pension Administration Software for Wichita Employees' and
Police & Fire Retirement Systems

INITIATED BY: Finance Department

AGENDA: Consent

Recommendations: Approve the provider for Pension Administration Software.

Background: A competitive Request for Proposal (RFP) for pension administration software was developed and mailed to 46 providers registered in Purchasing's E-procurement system. The primary reason that an RFP was issued was to replace the

Gabriel Roeder & Smith (GRS) database, originally implemented as an actuarial database in 1993 and is currently Pension Administration's only software. The GRS system was primarily designed to provide the actuary with the information needed for the annual pension valuation. The current software does not provide sufficient functionality and is labor-intensive to maintain and use. Updated pension administration software will provide additional capability to update life-cycle transactions (e.g. recording when employees become active members, when they vest, when they retire, accumulation of pension credits), and updating biweekly payroll transactions (e.g. tracking employee and employer contributions, compute benefits that currently require manual calculations, providing annual member statements).

Four responses were received. A City Manager approved staff screening and selection committee reviewed the responses. All four firms were invited to present on November 18 and 22, 2004. After the final presentation, the committee narrowed their focus to Vitech and TACS. It was unanimously agreed that the other two proposals (Pension Gold and Tier) did not fully address the City's needs.

Staff checked references and sent additional questions to the finalists. Ultimately, Vitech took the lead as the preferred solution. Pension Management provided the proposed solution to the Information Technology /Information Systems (IT/IS) Advisory Board in January 2005. The IT/IS Board approved due diligence on-site visits with two of Vitech's customers (Houston Police and Houston Fire) and also suggested modifying the contract to include the discovery portion of the project as a separate contract. Upon completion of the Houston on-site review, Pension staff also conducted a lengthy teleconference with the Pennsylvania State Teachers Retirement System who just recently completed Phase II implementation of the Vitech system.

The Internal Auditor has reviewed the documentation for RFP compliance with AR1.2 and confirms that the procedures and required documentation have been properly followed.

Analysis: Vitech is located in New York, New York. Their pension administration solution is V3 Benefits Administration System, which uses Oracle software. Vitech has a 17-year pension administration history, with 28 current V3 clients, of which eleven are public pension systems. Vitech has a strong financial position with working capital in excess of \$7 million in 2003 and a net income close to \$1 million. Implementation is estimated to take sixteen months. Vitech meets all of the "capability requirements" listed in the City's RFP.

Financial Considerations: The cost of the software and hardware is approximately \$1,200,000. A 15% contingency is added to the project for unanticipated changes and travel costs, setting the total project at approximately \$1,380,000. Annual maintenance is \$95,000. The entire cost of the project will be paid for by the pension trust funds. The cost is being distributed based on the number of beneficiaries in each retirement system,

35% from Police & Fire Retirement System, and 65% from Wichita Employees Retirement System (35% Defined Benefit and 30% Defined Contribution). Both retirement systems Board of Trustees have approved their respective share of the expenditures.

Legal Considerations: The Law Department will review and approve the contract as to form. The retirement ordinances require expenditures from the Trust to be approved by the retirement Boards of Trustees. To the extent the contract will provide for compensation for professional services, and the overall project will require coordination with the City's IT/IS staff, and linkage with the City payroll system, it is also subject to City Council approval.

Recommendation/Actions: It is recommended that the City Council authorize the pension software project and approve the retirement Boards entry into a contract with Vitech for Pension Administration software. Both retirement Boards have approved the expenditures from the trust.

Agenda Item 19.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0251

TO: Mayor and City Council Members

SUBJECT: Lease of Access to Jobs Van

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the lease of one van to Breakthrough Club.

Background: Access to Jobs has been planning on implementing a van pool program since 2001. The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October 2000, Access has provided over 489,799 rides. By entering into a lease agreement with the Breakthrough Club, the

program can provide over 6,500 more rides a year to low- income clients in a very cost effective manner

Analysis: The City of Wichita selected Don Hattan Chevrolet, Inc. to supply vans under FP 400521, approved by Council on 12/21/04. This van will be leased to the non-profit agency Breakthrough Club, which will pay for half the purchase price of the van upfront. The other half of the cost of the van will be paid by the Federal Transit Administration. In case the non-profit cancels their lease, the van will already be paid for and be returned to the Wichita Transit. All operating costs incurred by the agency will be paid by the agency. The van will be used by the agency to provide rides to and from work for low-income individuals.

Financial Considerations: The Access to Jobs van will be purchased with grants from FTA (50%) and the Leasing Agency (50%). The cost of the Chevrolet Uplander will be \$16,100. No city funds will be involved in the van lease program.

Legal Consideration: Lease agreement was drafted by the Legal Department.

Recommendations/Actions: It is recommended that the City Council approve the van lease and authorize the necessary signatures.

Agenda Item 20.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0252

TO: Mayor and City Council

SUBJECT: National Science Foundation Grant Application

INITIATED BY: Department of Environmental Health

AGENDA: Consent

Recommendations: Approve the grant application; authorize acceptance, if awarded.

Background: The environmental education component of the Wichita Area Treatment, Education and Remediation (WATER) Center addresses water quality resources focusing on public education edregarding hydrological processes, groundwater remediation, impacts to public health and the environment, and the inter-relationship between groundwater and the Arkansas River. The facility provides a unique and important educational destination for schools, civic groups, and the general public.

In 2003, a preliminary WATER Center education exhibit development plan was prepared by the firm of has selectedTaylor Studios for the design and construction of the center's exhibits. The firm provided for the design of the exhibits for the Herman Hill/Gilbert-Mosley Environmental Education Facility. The draft contract has been reviewed by both the Legal Department and the Purchasing Department. Taylor Studios has performed other projects in area such as the "Fossil Dig" at Exploration Place and all of the new exhibits for Dillon Nature Center in Hutchinson. conceptual exhibit designs though discussions and interaction with local and state educational institutions, staff, and other community organizations, and developed and provided a "design book" of proposed exhibits for the facility. The firm also developed projected construction costs to be used for funding solicitation.

Analysis: The Department of Environmental Health is requesting authorization to apply for a National Science Foundation "Informal Science Education" grant. The grant would fund hands-on environmental education exhibits at the WATER Center. The educational component of the WATER Center has been designed similarly to that of the Great Plains Nature Center. Once exhibits and displays were installed, the Nature Center was able to reach 150,000 visitors per year. The WATER Center's objective is to provide a similarly large number of visitors with an enhanced educational experience relative to water quality, protection and conservation, pollution prevention, and environmental stewardship.

The grant application deadline was March 18, 2005. Under authority of City of Wichita Administrative Regulation No. 61, the City Manager is authorized to submit the grant application where delay would invalidate the grant application.

Financial Considerations: The grant, if awarded, would provide funding in the amount of \$569,000. There is no requirement for local matching funds.

Legal Considerations: The Law Department has reviewed the application as to form.

Recommendation/Action: It is recommended the City Council approve the grant application, authorize the necessary signatures, and accept the grant if awarded.

Agenda Item No. 21.

City of Wichita

City Council Meeting
March 22, 2005

Agenda Report No. 05-0253

TO: Mayor and City Council Members

SUBJECT: Northwest Bypass (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the right-of-way acquisition project.

Background: On August 7, 2001 the City Council approved an agreement with the Kansas Department of Transportation to participate in the cost of right-of-way acquisition for the Northwest Bypass, a new freeway to connect U.S. 54 (Kellogg) and K-96 in the northwest quadrant of Wichita.

Analysis: The northwest quadrant of the Wichita metropolitan area is and will continue to experience increasing growth. The City's new sewage treatment facility in this vicinity is evidence of increasing development in this area. The construction of a freeway will accommodate growth and development in this quadrant of the community. Additionally, a new bypass will improve access to business and residential development served by US 54 and K-96, further increasing economic development opportunities.

Financial Considerations: The estimated cost of the City's share is \$1,500,000. The funding source is General Obligation Bonds. Sedgwick County is also contributing \$1,500,000 for right-of-way acquisition. The Kansas Department of Transportation will pay all right-of-way costs over \$3,000,000.

Legal Considerations: The Law Department has approved the Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the right-of-way acquisition project, place the Ordinance on first reading and authorize the signing of State/Federal agreements as required.

Agenda Item No. 22.

City of Wichita
City Council Meeting

March 22, 2005

Agenda Report No. 05-0254

TO: Mayor and City Council Members

SUBJECT: Relocation of Utilities along Camden Chase, Rosemont and Williamsgate Streets in Hawthorne Addition (North of 21st, East of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Authorize payment of relocation in accordance with approved contract.

Background: On September 9, 2003, the City Council approved Petitions to provide paving to Hawthorne Addition, a new development, located at 127th Street East and 21st Street North. A natural gas pipeline relocation was required as a part of these projects.

Analysis: Estimated cost to relocate the KANEB gas pipeline was \$44,000 and on March 16, 2004 Council approval was given to authorize the expenditure. The relocation is now complete and a final invoice for \$54,971.13 has been submitted for payment. Research of the increased cost reveals that it was not anticipated the relocation would require recoating of the pipeline. The developer for the Hawthorne Addition has reviewed the charges and agrees to the assessment of the additional \$10,71.13 to the paving project. The original agreement of March 16, 2004 provided for 100% reimbursement of all relocation costs created by the paving project. Due to the actual costs exceeding the previous estimate and authorized expenditure of \$44,000 it is necessary for City Council to approve payment of the actual costs as stated in the contract.

Financial Considerations: Funds are available in the projects to provide for utility relocation costs. The funding source is special assessments, with 56 percent to be charged to Rosemont Phase A (472-83829), and 44 percent to be charged to Rosemont Phase 1A (472-83828).

Legal Considerations: There are no legal considerations.

Recommendation/Action: It is recommended that the City Council approve increased expenditure in compliance with the approved contract.

Agenda Item 23.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0255

TO: Mayor and City Council
SUBJECT: Purchase Options (The Boeing Company)
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Adopt the Resolution approving reconveyance of the 1979 and 1980 project property, together with instruments terminating the applicable leases and security interests, and authorize necessary signatures.

Background: In 1979 and 1980, the Wichita City Council approved the issuance of its Industrial Revenue Bonds, Series XCVIII, 1979, in the original aggregate principal amount of \$112,000,000 and its Industrial Revenue Bonds, Series I, 1980, in the original aggregate principal amount of \$87,000,000, respectively. Bond proceeds for each series were used for the purpose of financing the costs of acquisition, construction, equipping and furnishing of certain industrial facilities (collectively the "Projects") for lease to, and use by, The Boeing Company ("Tenant"). Under the provisions of the applicable Lease Agreements the Tenant, if not in default, has the option to purchase the facility from the City for the sum of \$200, plus all amounts required to provide for redemption and payment of the principal, interest and premium on all outstanding bonds, together with the Trustee's fees and costs of redemption. The Series XCVIII, 1979 Bonds and Series I, 1980 Bonds have previously matured and been paid according to their terms. The City has received notice of the Tenant's request to exercise its purchase option, and the firm of Kutak Rock LLP, Tenant's Bond Counsel, has submitted documents for that purpose.

Analysis: Under the terms of the applicable Lease Agreements, the City is required to convey the property securing the IRB issue to the Tenant, following the payment of all Bonds and the Tenant's payment of the purchase price and other consideration under the provisions of the Lease Agreements.

Financial Considerations: The purchase price is \$200, and will be paid by the Tenant at or prior to closing of the reconveyance.

Legal Considerations: It is appropriate for the City to quit claim the 1979 and 1980 project property to the Tenant, and to terminate the leases and security interests and take all other actions needed to terminate the City's interest in the property. The City Attorney's Office has approved the form of the attached Resolution and the forms of the Quit Claim Deed and each Termination of Lease to be executed and delivered by the

City, and each Release of Lien of Indenture to be approved by the City and delivered to the Tenant by the Trustee.

Recommendations/Actions: It is recommended that City Council adopt the Resolution approving the reconveyance and termination instruments, and authorize necessary signatures.

Agenda Item 24.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0256

TO: Mayor and City Council
SUBJECT: Purchase Option (Park West Plaza, LLC) (District V)
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Adopt the Resolution approving reconveyance instruments and necessary signatures, with waiver of the notice period and delivery of the executed instruments dependent on satisfaction of certain conditions.

Background: On March 1, 2005, the City Council acted to ratify an optional call as requested by Park West Plaza, LLC (the "Tenant") in a notice that had been dated February 14, 2005 and mailed to both the City and the Trustee. The noticed call date for the 1995 and 1997 Park west Plaza Bonds is April 1, 2005. On March 9, 2005, counsel for the Tenant belatedly notified the City that: a) the Tenant does not have funds of its own to meet the noticed call; b) the source of funds the Tenant is relying on for the Bond redemption is a bank loan, to be secured by the project property; and c) the Tenant therefore also needs to exercise its purchase options for the 1995 and 1997 projects on or before April 1, 2005. (The specific request is for a March 30, 2005 closing).

Under the provisions of the Lease Agreement the Tenant, if not in default, has the option to purchase the 1995 and 1997 projects from the City of Wichita for the sum of \$2,000, plus all amounts required to provide for redemption and payment of the principal, interest and premium on all outstanding Bonds, together with the Trustee's fees and costs of redemption.

Analysis:

Under the terms of the Lease, the City is required to convey the property securing the IRB issue to the Tenant, within 30 to 180 days of the Tenant's notice, if the Tenant has cured all defaults and paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. To facilitate the desired closing of the reconveyance at or prior to the time of the April 1, 2005 Bond redemption, the City would have to agree to waive some part of the minimum thirty-day notice period. Before conveyance instruments can actually be delivered to the Tenant (terminating the security interests of Bondholders), the City will need to make sure the Tenant is current on its reporting and annual filing obligations, arbitrage rebate, and other obligations, and that the Bonds have actually been paid, or defeased by an adequate cash escrow. Because this meeting is the only available agenda setting prior to the scheduled Bond redemption, the accompanying Resolution has been drawn to conditionally waive the 30-day minimum notice period and to authorize execution and delivery of documents for the requested reconveyance, upon satisfaction by the Tenant of all necessary conditions.

Financial Considerations:

The purchase price is \$2,000 and other considerations as listed under the provision of the Lease Agreement, including absence of defaults, and payment of all sums necessary to pay principal, interest, redemption premium, and all other expenses of redemption of the Bonds, and all Trustee fees.

Legal Considerations:

It is appropriate for the City to convey the 1995 and 1997 project property to the Tenant by special warranty deed, once all the conditions established in the Lease and Resolution have been met. The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed, Bill of Sale and Termination of Lease Agreement, and the delivery of such documents following satisfaction of applicable conditions.

Recommendations/Actions: Adopt the Resolution approving reconveyance instruments and necessary signatures, with waiver of the notice period and delivery of the executed instruments dependent on satisfaction of certain conditions.

Agenda Item No. 25.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0257

TO: Mayor and City Council Members

SUBJECT: Bike Path along the Little Arkansas River, from 13th to 21st and along 21st to Amidon (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the amending Resolution.

Background: On July 15, 2003, the City Council approved a project to construct a bike path along the Little Arkansas River, from 13th to 21st and along 21st to Amidon. On February 11, 2005, bids were opened on the project. All bids exceeded the project budget.

Analysis: An amending Resolution has been prepared to increase the authorized budget.

Financial Considerations: The current budget totals \$580,000 with \$200,000 paid by the City and \$380,000 by Federal Grants administered by the Kansas Department of Transportation. The revised budget is \$700,000 with \$220,000 paid by the City and \$480,000 by Federal Grants. The funding source for the City share is General Obligation Bonds. Funding for the budget increase is available from favorable bids on the Main Street improvement project.

Legal Considerations: The Law Department has approved the amending Resolution as to legal form.

Recommendation/Action: It is recommended that the City Council place the amending Resolution on first reading.

Agenda Item 25a.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 0264

TO: Mayor and City Council

SUBJECT: Current Refunding of Water and Sewer Utility Revenue Bonds,
Series 2005A

INITIATED BY: Department of Finance

AGENDA: Consent

RECOMMENDATION: Authorize the underwriting syndicate led by Citigroup.

BACKGROUND: On March 8, 2005, the City Council authorized a Resolution of Intent to issue two series of refunding revenue bonds for the Water and Sewer Utility. At that time, a Request for Proposal (RFP) for Negotiated Underwriter Services had not yet been received and reviewed. Finance has since convened the Staff Screening Selection Committee to determine which Underwriter would best serve the needs of the City.

ANALYSIS: A Request for Proposal for negotiated underwriting services was sent to six firms. Five firms responded to the RFP. The Staff Screening Committee chose the underwriting firm of Citigroup to be the Senior Managing Underwriter. Citigroup's proposal will allow for a syndicate of other local underwriting firms to be included as part of the management team.

FINANCIAL CONSIDERATIONS: The Underwriter's fees will be added into the issuance costs of the bond issue.

LEGAL CONSIDERATIONS: Principal financing documents will be prepared by the City's Bond Counsel, Hinkle Elkouri Law Firm, LLC., and approved as to form by the Law Department.

RECOMMENDATION/ACTION: It is recommended that the City Council authorize the underwriting syndicate led by Citigroup.

Agenda Item 27.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0258

TO: Mayor and City Council Members

SUBJECT: SUB 2004-130 -- Plat of Sooners Addition, Located on the North Side of 47th Street South and East of Hydraulic. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This unplatted site, consisting of one lot on .9 acres, is located within Wichita's city limits. This site is zoned LC-5, Limited Commercial District.

Analysis: Petitions, 100% percent, and a Certificate of Petition have been submitted for paving and sewer improvements. An off-site Public Sanitary Sewer Easement has been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition and Public Sanitary Sewer Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item 28.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. -05-0259

TO: Mayor and City Council Members

SUBJECT: SUB 2004-138 -- Plat of Southern Ridge Third Addition, Located South of Pawnee and on the West Side of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This site, consisting of 188 lots on 63.07 acres, is located within Wichita's city limits and is zoned SF-5, Single-family Residential District. This site consists of the southern portion of the overall preliminary plat and represents the third phase of development.

Analysis: Petitions, all 100%, and a Certificate of Petition have been submitted for sewer, water, pavement, drainage and left-turn lane improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves and to create a Homeowner's Association to provide for the ownership and maintenance of the reserves. A Restrictive Covenant has also been submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item No. 29.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0260

TO: Mayor and City Council Members

SUBJECT: SUB 2004-139 -- Plat of North Ridge Village Addition, Located North of 37th Street North and on the West Side of Ridge Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of eight lots on 55.95 acres, is located in the County adjoining Wichita's city limits and has recently been annexed. A zone change (ZON 2004-59) was approved from SF-5, Single-family Residential District to LC, Limited Commercial District. The site is subject to the North Ridge Village Community Unit Plan (DP-280, CUP 2004-50). A CUP Certificate has been submitted identifying the approved CUP and its special conditions for development on this property.

Analysis: A Petition, 100%, and a Certificate of Petitions have been submitted for water, paving, sewer, drainage and traffic signal improvements. For those reserves being platted for drainage purposes, a Restrictive Covenant has been submitted to allow for the creation of a lot owners' association to provide for the ownership and maintenance of the proposed reserves. In accordance with the CUP, a Cross-lot Circulation Agreement was submitted to assure internal vehicular movement between lots and between the abutting lots to the south. An Access Agreement with the property to the south has also been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until the Plat is recorded with the Register of Deeds.

Legal Considerations: The Notice of CUP Certificate, Certificate of Petition, Restrictive Covenant, Cross-lot Circulation Agreement and Access Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that City Council approve the documents and plat, authorize the necessary signatures and approve first reading of the Ordinance.

Agenda Item No. 30.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0261

TO: Mayor and City Council Members

SUBJECT: SUB 2004-148: Plat of The Gateway Center Second Addition, Located on the Southeast Corner of 13th Street North and Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of 12 lots on 28.7 acres, is a replat of The Gateway Center Addition. The replat reflects revised access controls and revised lot sizes. The site is located within Wichita's city limits and is zoned LC, Limited Commercial District. The site is subject to The Gateway Community Unit Plan (CUP/DP-239). A CUP Certificate has been submitted identifying the approved CUP and its special conditions for development.

Analysis: Municipal services are available to serve the site. For those reserves being platted for drainage purposes, a Restrictive Covenant has been submitted to allow for the creation of a lot owners' association to provide for the ownership and maintenance of the proposed reserves and the private drive.

This Covenant has been recorded with the Register of Deeds.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Notice of Community Unit Plan will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that City Council approve the documents and plat and authorize the necessary signatures.

Agenda Item 31.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report NO. 05-0262

TO: Mayor and City Council Members

SUBJECT: DED 2005-01 -- Dedication of Access Control and DED 2005-02 --
Contingent Dedication of a Sidewalk and Utility Easement for Property Located East of
Greenwich Road and on the South Side of Central Avenue. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedications. (11-0)

Background: These Dedications are associated with a lot split case (SUB 2003-140).
The dedication is for complete access control along Central Avenue, and a contingent
dedication of a sidewalk and utility easement for construction and maintenance of public
utilities (contingent upon the future widening of Central Avenue).

Analysis: The Dedications have been reviewed and approved by the Planning
Commission.

Financial Consideration: None.

Legal Consideration: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the
Dedications.

Agenda Item No. 32.

City of Wichita
City Council Meeting
March 22, 2005

Agenda Report No. 05-0263

TO: Mayor and City Council Members

SUBJECT: A05-03 S & S Leasing request to annex lands generally located southwest
of the intersection of West Street and 42nd Street South
(District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 5.23 acres of land generally located southwest of the intersection of West Street and 42nd Street South. The annexation area abuts the City of Wichita to the south of the property. The property owner proposes to develop the property for industrial use.

Analysis:

Land Use and Zoning: The proposed annexation consists of 5.23 acres of vacant property zoned "LI" Limited Industrial, annexation will not change the zoning of the property. The properties to the north and south of the proposed annexation are zoned "LI" Limited Industrial and developed for industrial use. Directly west of the proposed annexation lies the Missouri Pacific Railroad and vacant properties zoned "LI" Limited Industrial. To the east of the proposed annexation are properties zoned "LC" Limited Commercial and "SF-20" Single Family. The properties are developed as a warehouse/office and single family manufactured home respectively.

Public Services: The nearest connections to water and sewer service are available east of the property from West Street.

Street System: The subject property currently has access to West Street, a paved two lane County road. Neither the City of Wichita Capital Improvement Program 2004-2013 draft, Sedgwick County Transportation Improvement Program 2004-2008, or the Sedgwick County Capital Improvement Program 2004-2008 call for improvements to Meridian near the proposed annexation.

Public Safety: Fire services to this site can be provided by the City of Wichita within a four (4) to five (5) minute approximate response time from City Station No. 12 located at 3443 S. Meridian. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: South Lakes Park, a 150 acre park, is located approximately two miles southeast of the proposed annexation site. A pathway is proposed along the Big Ditch, approximately a quarter of a mile to the west of the proposed annexation area, in the 1996 Parks and Open Space Master Plan.

School District: The annexation property is part of the Unified School District 261 (Haysville School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with current amendments to the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2010 Wichita Urban Service Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$17,600 with a total assessed value of \$4,400. Using the current City levy ($\$31.406/\$1000 \times$ assessed valuation), this roughly yields \$138 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. Although the property owner has disclosed an intention to develop the proposed annexation area for industrial use, no final estimates of total value after development are currently available

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.